

**REMARKS/ARGUMENTS**

Claims 1, 3-4, 7-9, 11-12, 15 and 16 remain in the application for further prosecution.

Claims 1 and 9 have been amended. Claims 17-18 have been added.

**Claim Rejections – 35 USC § 101**

Claims 1, 3-4, and 7-8 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. Applicant has amended claim 1 to add various machine elements and respectfully submits amended claim 1 meets the requirements of 35 U.S.C. 101.

**Claim Rejections – 35 USC § 103**

Claims 1, 3-4, 7-9, 11-12 and 15-16 are rejected under 35 U.S.C. 103(a) as being unpatentable over Baerlocher (U.S. Patent No. 6,726,563) in view of Kelly (U.S. Patent No. 5,816,918).

The Office Action has asserted that Baerlocher discloses accumulating bonus points that may be redeemed for a game feature including bonus game features. (p. 5). The Office Action concedes that Baerlocher “appears to lack an immediately specified credit amount.” (p. 5). The Office Action has asserted that Kelly discloses accumulating points that may be redeemed at player option for a free game or spin as an equivalent credit amount which has a cash value. (pp. 5-6).

Applicant has amended claims 1 and 9 to require that the player is offered a selection of a plurality of player-selectable options at a time immediately after a play of the wagering game selected by the player. The plurality of player-selectable options include an immediately specified credit amount or a bonus feature for determining a random award greater than, equal to or less than the credit amount. The claims have also been amended to specify that the credits are

wagering game credits. The combination of Baerlocher and Kelly does not disclose or render obvious these elements.

**A. The Nature Of Kelly Relates To Prize Credits Or Game Credits, Both Of Which Differ From Wagering Game Credits**

Applicant respectfully notes that Kelly relates to rewarding and exchanging prize credits a concept that is understood by those of ordinary skill in the wagering game art to be distinct from credits as commonly understood and as used in the specification. In the wagering game art, wagering game credits are understood to be a denomination that is directly redeemable for cash (when a player cashes out from a game) or additional plays of the wagering game (if a player does not cash out and desires to continue playing). The prize credits disclosed in Kelly relate to redemption type games which are primarily non-wagering games and may only be redeemed at the end of game play. (Col. 1, ll. 34-49). Such prize credits are generally redeemable for prizes such as stuffed animals, models, toys, T-shirts, food etc. and not game play features. (Col. 2, ll. 62-65, Col. 1, ll. 40-44). The definition of prize in Kelly is:

The term "prize", as used herein, is intended to generically refer to any merchandise, souvenir, food item, or other physical goods or services which can be offered to players of redemption games and which have value other than as a medium of exchange for use in the gaming environment. A can of soda, slice of pizza, radio, stuffed certificate, cash, and free games to be played on game unit 10 are all examples of "prizes." A prize might also be a promotional coupon, which can encourage players to return to the current gaming environment or location more quickly in the future. For example, a promotional coupon can be dispensed as a specific prize ticket (see below) which offers a player a free pitcher of beer if the player returns and redeems the coupon within 1 week (or whatever free item the operator desires). Redemption tickets or specific prize tickets would not be considered a "prize" since these tickets can be used in the gaming environment (such as an arcade) to redeem other types of prizes. In arcade-type gaming environments, each prize typically has a cost or value associated with it, specified as an amount of universal redemption tickets (or prize credits). The more valuable the prize, the greater number of tickets is typically required to redeem that prize.

Col. 8, l. 54 to Col. 9, l. 8 (emphasis added).

The multiple sections of Kelly cited by the Office Action are not applicable as they relate either to the ability of the underlying game to award prize credits (see Col. 3, ll. 13-16, Col. 7, ll. 33-39, Col. 8, ll. 25-28) or the fact that the prize credits may be redeemed for prizes (see Col. 3, ll. 22-23). In fact the only sections that appear to support the assertion of the Office Action indicate that prize credits may be exchanged for game credits (see Col. 21, ll. 59-60, Col. 27, ll. 47-50). For example, Col. 27, ll. 47-50 does not disclose redeeming accumulated points to a number of free games or spins, instead it indicates that “the player might decide to use prize credits to “buy” additional games on a game unit 10, e.g., convert prize credits to game credits. Those bought game credits can then be stored in a “game credit account.” (emphasis added).

Kelly never discloses the ability to directly exchange prize credits or game credits for money as is the commonly understood meaning of credits in the wagering game art. The Office Action even acknowledges the inability to directly exchange game credits for money by having to assert that free games “is a cash equivalent” to a specified credit amount. (p. 5).

**B. Kelly Does Not Disclose A Wagering Game Credit Amount Since Awarding A Free Game Having “A Cash Equivalent” Is Not An Immediately Specified Wagering Game Credit Amount**

Kelly does not disclose the selection of an immediately specified wagering game credit amount because the game credits in Kelly are not wagering game credits as now required in the amended claims. The Office Action asserts that the free games disclosed in Kelly which may presumably be redeemed in exchange for game credits have “an equivalent fixed cash or credit value to specified credit amount.” (p. 5). Applicant respectfully disagrees as redeeming points for something with an equivalent cash value such as a free spin or a prize is not the same as being able to directly receive cash. Wagering game credits in the wagering game art are commonly understood to be a unit that is directly exchangeable for either money or directly

redeemable for game plays. Kelly does not disclose an immediately specified wager game credit amount since the “game credits” in Kelly cannot be directly redeemed for money. Kelly does not ever disclose or suggest that the prize credits or the game credits may be ever directly redeemed for “equivalent” money and given the context of Kelly such an interpretation would be unsupportable. A player would have to sell the game credits or prizes in Kelly outside of the game context to receive money as opposed to wagering game credits that may be directly exchanged for money. The Office Action even acknowledges this point by asserting that free games “is a cash equivalent” to a specified credit amount. (pp. 5-6). Since the claims require a wagering game credit which is commonly understood to be directly redeemable for money or game play, redeeming game credits for game play having “a cash equivalent” is not a wagering game credit as in the amended claims.

**C. Neither Baerlocher or Kelly Disclose Selecting Between Different Award Types To Redeem Bonus Points**

The Office Action has also asserted that selection of what to redeem bonus points is not explicitly required in the claims. (p. 9). As noted above, Applicant has amended claims 1 and 9 to clarify that the player is offered the selection of options for redeeming the bonus points. The Office Action has asserted that all of the component parts of the claims are known in Baerlocher and Kelly and the only difference is the combination of old elements into a single device since Baerlocher allows a player to select among multiple options of features for bonus game features, while Kelly allows a player to select a fixed credit amount as a number of free games/spins based on accumulated points. (p. 6).

Applicant submits that this combination is illegitimate as neither reference suggests allowing a player a selection in the type of award. The Office Action has asserted that it would be obvious to an artisan to apply Kelly to Baerlocher to achieve the predictable results of

allowing the player the option to selectively redeem bonus points. (p. 6). As the Office Action notes, this is based on the premise that Kelly discloses a fixed credit value. As explained above, Applicant contends that Kelly does not disclose the award of a fixed wagering game credit value as now required by the claims. Also, since neither reference discloses allowing a player to select between different types of awards, it would not be predictable for one of ordinary skill to combine the references.

Even if the combination is legitimized under *KSR*, it does not meet the elements of the claim. The amended claims require a selection of “an immediately specified wagering game credit amount and a bonus game feature for determining a random award greater than, equal to or less than the immediately specified wagering game credit amount.” The combination of the references would award a prize credit (Kelly) and a bonus game feature (Baerlocher). As discussed above, neither the prize credit nor the game credit in Kelly is an immediately specified wagering game credit amount.

New claim 17 specifically defines the credit as “only immediately redeemable at the end of a play of the wagering game either for a money value or for at least one play of the wagering game.” Even accepting the above assertions, new claim 17 is allowable over the references because the game credit in Kelly is not immediately redeemable for a money value.

Applicant has added new claim 18 that requires that the bonus points be associated solely with the wagering game. Kelly would not anticipate this element since the prize credits in Kelly are generic and are designed for many games but not solely for a single game.

**Conclusion**

It is Applicant's belief that all of the claims are now in condition for allowance and actions towards that effect is respectfully requested.

If there are any matters which may be resolved or clarified through a telephone interview, the Examiner is respectfully requested to contact the undersigned attorney at the number indicated.

Respectfully submitted,

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/Wayne L. TANG, Reg. #36028/

Wayne L. Tang  
NIXON PEABODY, LLP.  
161 N. Clark Street, 48<sup>th</sup> Floor  
Chicago, Illinois 60601-3213  
(312) 425-3900  
Attorney for Applicants